

EXHIBIT A

#	Defense (as pled)	Category	Disposition	Why (one-liner)	If leave to amend, they must state...	Claims potentially affected (if any)
1	Failure to state a claim	Non-defense	Strike w/ prejudice	Element negation; they already withdrew it.	—	—
2	Failure to exhaust (admin/procedural)	Procedural	Strike w/ leave	Zero notice which claim/procedure.	Which claim(s); which process (agency/contract); dates; how unmet. CFRA right-to-sue attached in Exhibit B hereto.	Only claims that actually require exhaustion (apart from CFRA).
3	Statute of limitations	Timing	Strike w/ prejudice	On the face of the pleadings, claims accrued at termination on Nov. 14, 2024, wages were due immediately, and AV filed the Complaint on Jan. 28, 2025—~10 weeks later. No claim here has a limitations period remotely that short; this defense “cannot possibly apply.”	Not possible to correct, AV’s earliest interactions with Checkmate (Nov 2023) are under the statute of limitations for any of his claims.	Even the LOI was signed in late February 2024, less than a year before the complaint. No claim has a statute of limitations under a year.
4	Waiver	Equitable	Strike w/ leave	No act identified.	What conduct waived which right; by whom; when.	Contract (VII) or estoppel-type issues. Not wages/FMLA by law.
5	Estoppel	Equitable	Strike w/ leave	No representation/reliance/prejudice identified.	The representation; reliance; prejudice; target claim.	Contract/fraud margins; not statutory wage minimums.
6	Unclean hands	Equitable	Strike (mixed): w/ prejudice as to legal/statutory claims; leave as to equitable relief only	Equitable defense; can’t defeat wages/§1102.5/FMLA; no facts or target remedy identified.	Identify which equitable claim/remedy and what misconduct supports it.	Only injunctive/equitable aspects (e.g., AV’s requests for injunction).
7	Failure to mitigate	Damages	Strike w/ leave (narrow)	No facts; inapplicable to earned wages/penalties.	To non-wage tort/contract damages: what steps AV failed to take and when.	Tort/contract damages only (not wages/penalties).
8	“No damages”	Non-defense	Strike w/ prejudice	Element negation.	—	—
9	Lack of causation	Non-defense	Strike w/ prejudice	Element negation.	—	—

#	Defense (as pled)	Category	Disposition	Why (one-liner)	If leave to amend, they must state...	Claims potentially affected (if any)
10	Substantial compliance	Merits	Strike w/ leave	Which law/term and how complied isn't stated.	The statute/contract term; what acts constitute "substantial" compliance.	Possibly contract (VII) if properly pled.
11	At-will employment	Non-defense	Strike w/ prejudice	Not an affirmative defense to statutory claims.	—	—
12	No attorneys' fees	Remedy	Strike w/ prejudice	Remedial contention, not a defense.	—	—
13	"Avoiding/secreting to avoid payment"	Incoherent	Strike w/ prejudice	AV sued to get paid ; cannot possibly apply.	—	—
14	"No impermissible factors"	Non-defense	Strike w/ prejudice	Element negation (and mismatched to pled claims).	—	—
15	Punitive damages unsupported	Remedy	Strike w/ prejudice	Goes to remedy pleading, not an avoidance.	—	—
16	Constitutional limits on punitives	Remedy/law	Strike w/ prejudice	Legal cap, not an affirmative defense.	—	—
17	No ratification for punitives	Non-defense	Strike w/ prejudice	Element negation (corporate scienter).	—	—
18	Avoidable consequences / internal policies	Damages	Strike w/ leave (narrow)	Vague; no policy/process or claim identified.	Identify the policy/procedure, dates, and claim limited.	Potentially to tort damages (not wages).
19	Res judicata / collateral estoppel	Preclusion	Strike w/ leave	No prior case/issue/finality pled.	Case name/number; final judgment; identity of issues/parties.	Any overlapping claim if a real prior judgment exists.
20	Parol evidence rule	Evidentiary	Strike w/ prejudice	Rule of evidence, not an affirmative defense.	—	—
21	Laches	Equitable timing	Strike (mixed): w/ prejudice as to legal/statutory; leave as to equitable	Inapplicable to wages/statutory claims; no delay/prejudice facts.	If kept, specify delay, knowledge, prejudice, and equitable claim targeted.	Only equitable relief, if any.
22	AV's breach / Checkmate's full performance	Contract	Strike w/ leave	No contract term or breach identified.	Which contract/term; what breach; how it avoids liability.	Contract claim (VII) only.

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23	Labor Code §§ 2854/2856 (duty/obedience)	Statutory ref.	Strike w/ leave	No conduct or nexus to pled claims.	What duty; what conduct; when; which claim barred.	Possibly contract/tort margins if actually relevant.
24	Good-faith / not willful (penalties)	Penalty shield	Strike w/ prejudice	No § 226 claim is pursued (immaterial). For § 203, “good-faith dispute” doesn’t apply: they knowingly withheld after demand/suit; Checkmate’s declaratory-relief count confirms intentional nonpayment; 8 C.C.R. § 13520.	Identify the genuine good-faith basis (policy/advice/ambiguity) and to which penalty claim.	Wage-penalty components (VI) only.
25	Payment	Merits	Strike w/ leave	No amounts/periods identified.	What was paid; when; which claim(s) it satisfies.	Wage/contract claims to the extent factual.
26	Lack of substantial performance/material breach (by AV)	Contract	Strike w/ leave	No contract term or act identified.	Which contract/term; how AV’s breach avoids performance.	Contract (VII) only.
27	Failure of conditions precedent	Contract	Strike w/ leave	No condition named.	Name the condition(s); how unmet; by whom; when.	Contract (VII).
28	Unjust enrichment (as a defense)	Miscast	Strike w/ prejudice	Restitution theory, not a defense to statutory/legal claims.	—	— (Their remedy theory belongs as a counterclaim, not defense.)
29	Ratification / consent	Equitable	Strike w/ leave	No act/actor/date.	What act AV ratified/consented to; when; target claim.	Limited tort/contract edges if any.
30	Speculative damages	Non-defense	Strike w/ prejudice	Damages element argument.	—	—
31	“Truthful representation”	Non-defense	Strike w/ prejudice	Element negation of fraud.	—	—
32	Lack of consideration (any contract)	Contract	Strike w/ leave	Which contract? No facts.	Identify contract; missing consideration; how it avoids liability.	Contract (VII) at most.
33	Setoff/offset	Accounting	Strike w/ leave (specificity)	No categories/amounts/legal basis.	Identify basis (category/amount/contract/statute); relate to which claim(s).	Contract/wage math if legitimate amounts exist.

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34	Quantum meruit (as defense)	Miscast	Strike w/ prejudice	Alternative recovery theory, not a defense.	—	—
35	“Unconstitutionally vague” statutes/wage orders	Legal attack	Strike w/ prejudice	Bare legal conclusion; inapplicable to standard Labor Code claims.	—	—
36	Frustration of purpose	Contract	Strike w/ leave	No supervening event/term identified.	Contract; principal purpose; supervening event; timing.	Contract (VII) only.
37	Innocent misrepresentation	Non-defense	Strike w/ prejudice	Element negation of scienter; not an avoidance.	—	—
38	Truth	Non-defense	Strike w/ prejudice	Element negation (fraud/defamation-style); not an affirmative defense here.	—	—
39	De minimis / preliminary-postliminary	Wage doctrine	Strike w/ leave (very narrow)	CA largely rejects de minimis for wages; no tasks/time pled.	Identify specific tasks, durations, periods, and which claim (if any) this narrows.	Potentially FLSA-only sliver; CA wages (VI) generally not .
40	Federal preemption	Legal	Strike w/ leave	No statute/reg identified.	Which federal law; the preempted state claim; conflict theory.	If any (rare here).
41	Accord and satisfaction	Contract/dispute	Strike w/ leave	No accord instrument/payment pled.	Identify the accord; consideration; date; claims released.	Contract/wage (if actual signed release—unlikely on these facts).
42	No privity	Non-defense	Strike w/ prejudice	Doesn't fit AV's statutory/tort claims.	—	—
43A	No prejudice / no FMLA–CFRA relief	Non-defense	Strike w/ prejudice	Element negation framed as defense.	—	—
43B (dup.)	Lack of FMLA/CFRA coverage	Eligibility	Strike w/ leave (fix numbering)	No facts (worksite radius/hours/headcount) pled.	Hours worked; employer size/location; worksite; dates.	Claims I–II only (FMLA/CFRA).
44	Would have ended employment anyway	Causation	Strike as duplicative (see 46) or keep one w/ leave	Same-decision theory overlaps #46.	If kept, identify decision-maker, reason, timing, evidence.	Retaliation (III)/Wrongful term. (IV).

#	Defense (as pled)	Category	Disposition	Why (one-liner)	If leave to amend, they must state...	Claims potentially affected (if any)
45	Contract void due to fraud in inducement	Contract	Strike w/ leave (particularity)	No who/what/when/where/how.	Plead the specific contract, misstatements, reliance, damages.	Only as to contract (VII) if they can meet Rule 9(b).
46	“Same decision” (Mt. Healthy-style)	Causation	Keep one (w/ leave)	Potentially cognizable to §1102.5/FMLA/CFRA retaliation if fact-based.	Identify protected activity; asserted legitimate reason; who decided; when; evidence.	Retaliation (III), FMLA/CFRA (I–II).
—	“Additional defenses / reservation of rights”	Non-defense	Strike w/ prejudice	Not a defense; signals gamesmanship.	—	—